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August 15, 2018

Charles P. Sheets
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csheets@polsinelli.com

VIA ELECTRONIC MAIL

Midwest Administrative Services, Inc.
Zvi Feiner
Hinde Feiner
Claims Administrative Services, LLC
East Peoria Real Estate, Inc. (IL)
Edwardsville Real Estate, L.L.C. (IL)
Elgin Real Estate, L.L.C. (IL)
Inverness Real Estate, L.L.C. (IL)
Joliet Real Estate Holding Company (IL)
Moline Real Estate, Inc. (IL)
Northbrook Real Estate, L.L.C. (IL)
Peoria Real Estate, L.L.C. (IL)
Rockford Real Estate, L.L.C. (IL)
St. Charles Real Estate, L.L.C. (IL)
Wood River Real Estate Holding Company (IL)
Bravo Care of East Peoria, LLC (IL)
Bravo Care of Edwardsville, LLC (IL)
Bravo Care of Elgin, LLC (IL)
Bravo Care of Inverness, LLC (IL)
Bravo Care of Joliet, LLC (IL)
Bravo Care of Moline, LLC (IL)
Bravo Care of Northbrook, LLC (IL)
Bravo Care of Peoria, LLC (IL)
Bravo Care of Rockford, LLC (IL)
Bravo Care of St. Charles, LLC (IL)
Bravo Care of Wood River, LLC (IL)

Each at:
8170 McCormick Boulevard, Suite 118
Skokie, Illinois 60076
Zvi&feinerinvestments.com

Re: Amended Notice of Termination of Consulting and Indemnity Agreement

Dear Mr. Zvi Feiner, as agent for the foregoing addressees:

Exhibit G: Termination Letter

polsinelli.com

Atlanta	Boston	Chicago	Dallas	Denver	Houston	Kansas City	Los Angeles	Nashville	New York	Phoenix
St. Louis	San Francisco	Washington, D.C.	Wilmington							

Polsinelli PC, Polsinelli LLP in California



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As you are aware, Polsinelli PC represents R&R Marketing and Management, LLC, an Illinois limited liability company ("**Consultant**"), with respect to the Consulting and Indemnity Agreement dated February 4, 2016 (the "**Agreement**"). All capitalized terms not otherwise defined in this letter shall have the meaning ascribed to them in the Agreement.

A. **Notice of Termination.**

Section 8.1 of the Agreement provides that the Agreement is terminable by any Party, without cause, at any time prior to the PropCo Entities' and OpCo Entities' closing of the refinance of the HUD Financing upon ten (10) days' prior written notice to the other Parties. ***Please be advised that effective as of 11:59 p.m. (prevailing Central time) on September 15, 2018, Consultant shall terminate the Agreement.*** Although Consultant is not required to identify any cause for such termination, several factors have led to Consultant's decision to terminate the Agreement, as set forth below.

1. Failure of OpCo Entities and MAS to pay Consultant's monthly Fees and reimburse Consultant's expenses as set forth in Paragraph B.
2. Failure of Mr. Feiner to provide Eight Million Dollars (\$8,000,000) in working capital as promised to pay for necessary improvements and fund operations at the Facilities, which has prevented Consultant from being able to properly and efficiently operate and maintain the Facilities.
3. The repeated delays and uncertainty regarding the HUD TPA and PPC refinancings. The initial closing on this project was scheduled for March 31, 2016.
4. Mr. Feiner's alleged granting of a right of First Refusal to any transfer or sale to Mr. Ben Weinschneider, resulting in a proceeding being filed with the Rabbinical Counsel in Brooklyn, New York. Consultant has been served with a Summons in this proceeding.
5. The cumulative effect of the above four factors on Consultant's ability to retain a good quality workforce and working with Vendors regarding overdue amounts due and owing.

B. **Demand for Payment.**

Section 8.1 of the Agreement provides that upon termination, Consultant shall be paid its monthly Fee, prorated to the date of termination, together with reimbursable expenses incurred by Consultant to the date of termination that have not previously been reimbursed by OpCo Entities and MAS. In that regard, OpCo Entities and MAS have failed to pay the monthly Fees and expenses owed to Consultant pursuant to Section 4.1 of the Agreement of \$55,000 per month for the period September 1, 2016 through June, 2018. The total amount past



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due, crediting the amounts that have been paid out of operational funds after approval of HUD, is Seven Hundred Fifty Eight Thousand Six Hundred Twenty-Eight Dollars and Thirty-Three Cents (\$758,628.33). This amount includes incurred reimbursable expenses pursuant to Section 4.3 of the Agreement for the period September 1, 2016 through May 31, 2018, which OpCo Entities and MAS have failed to reimburse. Accordingly, Consultant hereby demands that OpCo Entities and MAS pay Consultant the sum of \$758,628.33 on or before September 7, 2018, via a cashier's check delivered to Consultant for immediate deposit at 7366 North Lincolnwood Avenue — Suite 105, Lincolnwood, Illinois 60712, attention R&R Marketing and Management, LLC.

C. Consultant's Obligations After Termination.

Section 8.2 of the Agreement provides that upon termination and full payment of all monetary obligations due to Consultant by OpCo Entities and MAS as set forth above, Consultant shall (i) deliver to the applicable party (A) the books and records of the Facilities, (B) all facility funds in Consultant's possession, and (C) personal property relating to or used in the operation and maintenance of the Facilities; and (ii) remove all Consultant signage. Consultant shall be prepared to take such actions immediately upon receipt of full payment of the outstanding Fees and reimbursable expenses as set forth above.

D. Reservation of Rights.

This letter shall not constitute a waiver of any rights or remedies available under the Agreement, in law, or at equity, each of which is expressly reserved by Consultant.

Sincerely,

A handwritten signature in black ink, appearing to read 'Charles Sheets', written over a horizontal line.

Charles Sheets

cc:

Mr. Ariel Weissberg, Esq.
Weissberg and Associates, Ltd.
401 S. LaSalle Street, Suite 403
Chicago, IL 60605

R&R Marketing and Management, LLC
7366 North Lincoln Avenue, Suite 105
Lincolnwood, IL 60712